

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **TO6002**Due Date: **02/22/06 @ 5:00 P.M.**

Date Sent: February 2, 2006

Agency ContractGoods and services to be purchased: **SEAL COAT COVER MATERIAL****Must Complete**

| | | | |
|---|--|-----------------------------------|----------|
| Company Name | | Federal Tax Identification Number | |
| Ordering Address | City | State | Zip Code |
| Remittance Address (if different from ordering address) | City | State | Zip Code |
| Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government | Company Contact Person | | |
| Telephone Number (include area code) | Fax Number (include area code) | | |
| Company's Internet Web Address | Email Address | | |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) | Days Required for Delivery After Receipt of Order (see attached for any required minimums) | | |
| <p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p> | | | |
| Offeror's Authorized Representative's Signature | | Date | |
| Type or Print Name | | Position or Title | |

**STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES**

Invitation to Bid

Solicitation Number: TO6002

Due Date: 02/22/06

Vendor Name:

| Item # | Yearly Estimated Qty * | Unit | Description | Unit Price | Extension |
|--------|------------------------|---------|---|------------|-----------|
| 001 | 1,300 | CU. YD. | Cover material to be delivered to SR 23 MP 21.5 Stockpile Method 2 per attached specifications. | \$ | \$ |
| 002 | 2,500 | CU. YD. | Cover material to be delivered to SR 30 MP 113.8 Stockpile Method 2 per attached specifications. | \$ | \$ |
| 003 | 1,700 | CU. YD. | Cover material to be delivered to SR 39 MP 36.5 Stockpile Method 2 per attached specifications. | \$ | \$ |
| 004 | 1,700 | CU. YD. | Cover material to be delivered to SR 83 MP 34 Stockpile Method 2 per attached specifications. | \$ | \$ |
| 005 | 800 | CU. YD. | Cover material to be available for pick up by State forces in the Hyrum/Nibley area. Supplier loads and waters the chips per attached specifications. | \$ | \$ |
| 006 | 1,500 | CU. YD. | Cover material to be delivered to SR 37 2057 West 1800 North Stockpile Method 2 per attached specifications. | \$ | \$ |

** Estimated quantities for bidding purposes only and are not to be construed as a guarantee to purchase any specific amount*

REQUIREMENTS:

This is an Invitation to Bid, therefore, you may either hand deliver or mail in your bid response. Bid responses that are faxed in will NOT be considered.

CHANGES OR MODIFICATIONS TO PROCUREMENT:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

QUESTIONS:

With questions regarding the specifications contact Debra Boulton at (801)965-4070.

Bid process questions (not regarding the specifications) should be directed to Terri O'Toole at (801)538-3147.

This bid will result in an agency contract for a period of one year with no renewal options.

Reference RX#: 810 66000000056

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted under "Vendor Info" at www.purchasing.utah.gov. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. **GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Oct 2005 - ITB Instructions)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NON APPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions. ■

SECTION 02785P COVER MATERIAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Supply and stockpile Cover Material of 100 per cent crushed slag or crushed natural aggregates.

1.2 RELATED SECTIONS

- A. Section 01455: Materials Quality Requirements

1.3 REFERENCES

- A. AASHTO T 11: Materials Finer Than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing.
- B. AASHTO T 19: Unit Weight and Voids in Aggregate.
- C. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates.
- D. AASHTO T 96: Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine.
- E. AASHTO T 104: Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
- F. AASHTO T 278: Surface Frictional Properties Using the British Pendulum Tester.
- G. AASHTO T 279: Accelerated Polishing of Aggregates Using the British Wheel.
- H. ASTM D 5821: Determining the Percentage of Fractured Particles in Coarse Aggregate.
- I. UDOT 945: Dynamic Stripping Test of Bitumen-Aggregate Mixtures.

1.4 MEASUREMENT PROCEDURES

- A. Measure cover material by the cubic yard.
- B. Pay by either:
 - 1. Payment made on individual completed stockpiles, or
 - 2. Payment at the unit bid price per cubic yard as computed from supplier provided weight tickets.

- C. Unless otherwise approved by the Engineer, convert from pounds to cubic yards as follows:

$$(\text{Net pounds on weigh tickets})/(\text{Pounds per cubic foot} \times 27)$$

EXAMPLE: $\frac{(40,000)}{(77.5 \times 27)} = 19.12$ cubic yards pay quantity

Where (27) is the number of cubic feet in a cubic yard.

1. Net pounds on weigh ticket: the material including moisture, weighed in the delivery truck.
 2. Pounds per cubic foot: loose material weight of material being loaded and weighed. (Shoveling procedure)
- D. UDOT Materials Lab closest to each source determines the weight per cubic foot used in all districts/regions.

1.5 SOURCE QUALITY CONTROL - COVER MATERIAL

- A. Department samples at frequency according to Table 1.

| Table 1 | |
|--------------------------------|----------------------|
| Stockpiles - Samples and Tests | |
| Lot Quantity (cubic yards) | Number of Samples |
| Lot \leq 2000 | 5 |
| 1200 < Lot < 2000 | 4 |
| Lot \leq 1200 | 3 |

- B. The Department samples for acceptance either at the project stockpile or at the source of supply. If material previously accepted at the source is suspect when delivered to the project or stockpile, the Department may retest and accept or reject the material as per section 01455.

1.6 PAYMENT PROCEDURES

- A. Pay accepted quantities at the contract unit price.
- B. Pay by either:
1. Pay on individual completed stockpiles, or
 2. Pay at the unit bid price per cubic yard as computed from supplier provided weight tickets.
- C. Minimum pay factor Table 2 determines adjusted unit price.

Table 2

| Cover Material Acceptance Schedule For Gradation (Percent passing) | | | | |
|---|----------------|------------------------|------------------------|------------------------|
| Sieve Gradation Size | Pay Factor* | Acceptance Band Type A | Acceptance Band Type B | Acceptance Band Type C |
| | Cover Material | Average of Tests | Average of Tests | Average of Tests |
| 1/2 inch | 1.00 | 100.0 | | 100.0 |
| | 0.95 | 99.0 | | 99.0 |
| | 0.90 | 98.0 | | 98.0 |
| | 0.85 | 97.0 | | 97.0 |
| | Reject | < 96.9 | | <96.9 |
| 3/8 inch | 1.00 | 85.0 - 100 | | 70.0 - 90.0 |
| | 0.95 | 84.0 - 84.9 | | 69.5 - 91.5 |
| | 0.90 | 83.0 - 83.9 | | 69.2 - 92.0 |
| | 0.85 | 82.0 - 82.9 | | 68.0 - 92.0 |
| | Reject | < 81.9 | | <67.9 and >92.1 |
| No. 4 | 1.00 | 0 - 20 | 100.0 | 0 - 5.0 |
| | 0.95 | 20.1 - 21 | 99.0 | 5.1 - 5.5 |
| | 0.90 | 21.1 - 22 | 98.0 | 5.6 - 6.0 |
| | 0.85 | 22.1 - 23 | 97.0 | 6.1 - 7.0 |
| | Reject | > 23.1 | < 96.9 | > 7.1 |
| No. 8 | 1.00 | 0 - 5 | 85.0 - 100 | 0.0 - 3.0 |
| | 0.95 | 5.1 - 5.5 | 84.0 - 84.9 | 3.1 - 3.5 |
| | 0.90 | 5.6 - 6.0 | 83.0 - 83.9 | 3.6 - 4.0 |
| | 0.85 | 6.1 - 7.0 | 82.0 - 82.9 | 4.1 - 5.0 |
| | Reject | > 7.1 | < 81.9 | > 5.1 |
| No. 16 | 1.00 | | 10.0 - 25.0 | |
| | 0.95 | | 9.5 - 25.5 | |
| | 0.90 | | 9.0 - 26.0 | |
| | 0.85 | | 8.5 - 26.5 | |
| | Reject | | < 8.4 and > 26.6 | |
| No. 50 | 1.00 | | 0.0 - 5.0 | |
| | 0.95 | | 5.1 - 5.5 | |
| | 0.90 | | 5.6 - 6.0 | |
| | 0.85 | | 6.1 - 7.0 | |
| | Reject | | > 7.1 | |
| No. 200 | 1.00 | 0.0 - 1.0 | 0.0 - 2.0 | 0.0 - 1.0 |
| | 0.75 | 1.1 - 1.5 | 2.1 - 2.5 | 1.1 - 1.5 |
| | 0.50 | 1.6 - 2.0 | 2.6 - 3.0 | 1.6 - 2.0 |
| | Reject | >2.1 | > 3.1 | >2.1 |

* use the lowest individual pay factor for combined gradation

PART 2 PRODUCTS

2.1COVER MATERIAL

- A. Use crusher processed virgin aggregate consisting of natural stone, gravel, or slag meeting the requirements of Table 3.

Table 3

| Chip Seal Cover Material Properties | | |
|--|---------------------|------------------------------|
| Unit Weight | AASHTO T 19 | 100 lb/ft ³ , max |
| One Fractured Face | ASTM D 5821 | 95 per cent min. |
| Two Fractured Faces | ASTM D 5821 | 90 per cent min. |
| LA wear, see Note 1 | AASHTO T 96 | 30 per cent max. |
| Soundness | AASHTO T 104 | 10 per cent max. |
| Stripping, see Note 1 | Materials MOI 8-945 | 10 per cent max. |
| Polishing, see Note 1 | AASHTO T 278, T 279 | 31 min. |
| Note 1: The Department has the right to waive this requirement if the aggregates have proven acceptable through successful past performance as determined by the Engineer. | | |

- B. Grade with the following limits shown in Table 4 to meet the specified test standard in AASHTO T 11 and T 27.

Table 4

| Sieve Size | Percent Passing | | |
|------------|-----------------|--------|--------|
| | Type A | Type B | Type C |
| 1/2 inch | 100 | | 100 |
| 3/8 inch | 85-100 | | 70-90 |
| No. 4 | 0-20 | 100 | 0-5 |
| No. 8 | 0-5 | 85-100 | 0-3 |
| No. 16 | | 10-25 | |
| No. 50 | | 0-5 | |
| No. 200 | 0-1 | 0-2 | 0-1 |

PART 3. EXECUTION

3.1 DELIVERY

A. Deliver between the hours of 7:00 AM and 3:00 PM Monday through Thursday.

3.2 STOCKPILING

A. Stockpile at locations designated by the Department.

B. Stockpile Methods:

1. **Method 1** Stockpile by butting loads
 - a. Use end dumps, end dumps and pups, or belly dumps.
 - b. Butt end dump loads one against the other in such a manner to occupy as small a total stockpile area as possible.
 - c. If supplier uses belly dumps or pups push up the stockpile to a uniform 10-foot height. Maintain stockpile height using supplier-provided equipment.
 - d. If the Engineer is not satisfied with stockpiling, supplier reshapes the stockpile to an acceptable configuration.
 - e. If Department personnel reshape the stockpile, Department deducts reshaping cost from amounts due supplier.
2. **Method 2** Stockpile by supplier furnished loader.
 - a. Use end dumps, end dumps and pups, or belly dumps.
 - b. Buck up and place load using supplier-furnished loader and operator.
 - c. Build and buck up stockpiles to a uniform 10-foot height.
 - d. If the Department is not satisfied with the stockpiling, supplier reshapes stockpile to an acceptable configuration.
 - e. If Department personnel reshape the stockpile, Department deducts reshaping cost from amounts due supplier.
3. **Method 3** Department shapes pile.
 - a. Use end dumps, end dumps and pups, or belly dumps.
 - b. Department shapes stockpile.

END OF SECTION

Changes

May 2, 2003 Corrected lot size Table 4

Nov 7, 2003 Revised 3.2.B Stockpiling Corrected typography and format

Dec. 8, 2003 Removed 1.3.H Elongated Particle test, and revised 2.1.A Table 2 to remove mention of elongates

March 8, 2004 – Revised 3.1, moved 2.2 to 1.5, renumbered tables

January 31, 2005 - Typographical Corrections

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT ACCEPTANCE:** At the time the bid form is signed by the offeror, the signature of that offeror will be used as a legally binding signature if awarded the contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the offeror for the contract period specified.
2. **QUANTITY OR AMOUNT ESTIMATES:** This is a requirements contract with the STATE. Estimated contract amounts/quantities are for bidding purpose only and are not to be construed as a guarantee to purchase any service or specific amount. UDOT may order from another vendor, supplies/services available under this contract in order to meet nonrecurring or special needs, when approved by the UDOT Procurement or the UDOT Procurement Supervisor.
3. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
4. **PRICING:** The Contractor agrees that the prices bid on the materials in this contract shall be guaranteed for a period of one (1) year.

ANY CHANGE REQUEST ON PRICES OR SPECIFICATIONS MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **INVOICING:** The Contractor shall submit invoices to the Utah Department of Transportation, Region One, 166 West Southwell Street, Ogden 84404.
6. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the state and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standards Terms and Conditions and will not provide the specified notice to the Contractor.

7. **DELIVERY:** Approval must be obtained from Kevin Griffin, R-1 Operations Engineer prior to beginning the production of the quantities 801-710-5215. Delivery of the material to be no later than May 8, 2006.

The Contractor shall make arrangements for delivery with the local Station Supervisor at least twenty-four hours prior to delivery to obtain clearance to the stockpile areas, coordinate daily delivery of weight tickets, and coordinate load counts.

If a pup is used, it shall be weighed separate from the end dump truck and shall indicate all information required for truck weight tickets.

Deliveries will be accepted only during the normal working day, 8:00 am to 4:00 pm, Monday through Thursday, except for State holidays, and it will be necessary for either the Station Supervisor or a designated agent to sign the delivery receipt.

The Contractor shall have proper authority from the Public Service Commission to haul this material. Any delivery exceeding maximum legal load shall be referred to the proper enforcement agency with the State paying the legal limit amount only.

8. **CERTIFIED WEIGHT TICKETS:** The Contractor shall provide certified weight tickets to determine the amount of material for payment. Certified weight tickets are imprinted automatically by the weight scale or as approved by the UDOT Engineer. Each weight ticket shall show the date, destination, size gravel and Contractor's name in addition to the imprinted weights.
9. **CONDITIONS OF NON-COMPLIANCE:** Upon delivery, if the material is out-of-specification, the Contractor shall replace the material within ten (10) days of notification of non-compliance. If the material is not replaced within ten (10) days, the State will obtain material from the next low responsive, responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the forfeiting Contractor.
10. **LIQUIDATED DAMAGES:** Material that does not meet specifications shall be corrected or removed from the stockpile area. Correction or replacement of out- of-specification material must be accomplished prior to the completion date specified in the contract.

If the designated amount of material which meets specification is not in the stockpile on the completion day, liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day will be assessed and shall be deducted from money due the Contractor.
11. **PERFORMANCE BOND:** At the time the contract is executed, the Contractor shall provide a performance and payment bond amounting to fifteen percent (15%) of the bid amount guaranteeing performance, product and payment.